

**JUDGE CONNER**

**08 CV 2068**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
LOUIS C. KIRVEN III  
IYF SPORTS PRODUCTIONS, INC.,

Plaintiffs,

-against-

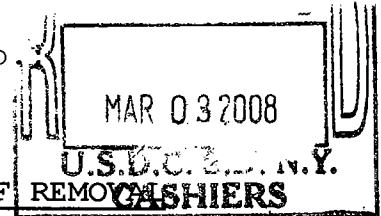
J.P. MORGAN CHASE & CO.,  
CHASE CARD SERVICES and  
BANK ONE,

Defendants-Petitioner.  
-----X

Docket No.

NOTICE OF

Supreme Westchester  
County Index No.:  
01966/08



TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK:

Defendant-Petitioner Chase Bank USA, N.A., s/h/a J.P. Morgan Chase & Co., Chase Card Services and Bank One ("Chase"), by its attorneys, Simmons, Jannace & Stagg, L.L.P., Debra L. Wabnik, Esq., of counsel, upon information and belief, respectfully petitions the Court, pursuant to 28 U.S.C. § 1441, as follows:

1. In January 2008, the above-captioned civil action was commenced and is now pending in the Supreme Court of the State of New York, County of Westchester. A trial has not yet been had therein. A copy of the Summons and Complaint is annexed as Exhibit "A". Chase has not yet served an answer to plaintiffs' Complaint.

2. The action seeks monetary damages for Chase's alleged breach of a credit card agreement between plaintiffs and Chase. The complaint sounds in breach of contract.

3. This action involves a controversy between citizens of different states in that: (a) plaintiffs are citizens of the State

of New York; and (b) Chase is now, and was at the time the action was commenced, a national banking association chartered under the laws of the United States of America with offices at 200 White Clay Center Drive, Newark, Delaware.

4. This action is one of which the District Courts of the United States have original jurisdiction under 28 U.S.C. § 1332. There is complete diversity between plaintiffs and Chase. In addition, the amount in controversy exceeds \$75,000.

5. This Notice of Removal is being filed within thirty (30) days after receipt by Chase of plaintiffs' Complaint.

6. Written notice of the filing of this Notice of Removal will be given to plaintiffs promptly after the filing of this Notice.

7. A true and correct copy of this Notice of Removal will be filed with the Clerk of the Court of the Supreme Court of the State of New York, County of Westchester promptly after the filing of this Notice.

8. Attached to this Notice, and by reference made a part hereof, are true and correct copies of all process and pleadings filed herein.

9. By filing this Notice of Removal, Chase does not waive any defense which may be available to it, specifically including, but not limited to, its right to contest *in personam* jurisdiction over Chase, improper service of process and the absence of venue in this Court or the Court from which this action has been removed.

**WHEREFORE**, Chase prays that the above-captioned action now pending in the Supreme Court of the State of New York, County of Westchester be removed therefrom to this Court.

Dated: Syosset, New York  
February 28, 2008

SIMMONS, JANNACE & STAGG, L.L.P.  
Attorneys for Defendant-Petitioner  
Chase Bank USA, N.A., s/h/a  
J.P. Morgan Chase & Co.,  
Chase Card Services and Bank One

By: /s/Debra L. Wabnik  
Debra L. Wabnik (dw-0944)  
**Office & P.O. Address**  
75 Jackson Avenue  
Syosset, New York 11791-3139  
(516) 357-8100

TO: Louis C. KIRVEN III  
IYF SPORTS PRODUCTIONS, INC.  
Plaintiffs Pro Se  
**Address:**  
P.O. Box 136  
White Plains, New York 10605  
(914) 286-7408

Notice Removal



HAND 2-7-08 LPS - 450PM

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

Louis C. Kirven III  
IYF Sports Productions, Inc.,

Plaintiff,

v.

J.P. Morgan Chase & Co.,  
Chase Card Services and  
Bank One

Defendants.

Index No.: 01966/08  
Date Purchased: 1/25/08

SUMMONS

The basis of venue under CPLR 503 is that  
the plaintiff resides in Westchester County.

RECEIVED  
JAN 25 2008  
CLERK OF COURT  
COUNTY OF WESTCHESTER

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Complaint in this matter and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's attorneys within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: White Plains, New York  
January 24, 2008

Respectfully submitted,

Louis C. Kirven III

By: 

P.O. Box 136

White Plains, New York 10605

Telephone: 914. 286. 7408

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

Louis C. Kirven III  
IYF Sports Productions, Inc.

Plaintiff,

v.

J.P. Morgan Chase & Co.,  
Chase Card Services and  
Bank One, Inc.

Defendants.

Index No.: 01966/08

COMPLAINT

RECEIVED  
JAN 25 2008  
THOMAS G. IERON  
COUNTY CLERK  
COUNTY OF WESTCHESTER

Plaintiff Louis C. Kirven III, as and for his Complaint in this action,  
alleges, with knowledge as to himself and his own acts, and otherwise upon information  
and belief, as follows:

PRELIMINARY STATEMENT

1. This is an action arising out of defendants' breach of a credit card agreement in June of 2007 for money damages and equitable relief, including specific performance, arising out of defendants' breach of an agreement between the parties, which breach has injured and is continuing to injure plaintiff. Defendant J.P. Morgan Chase & Co. is a Delaware corporation.

PARTIES

2. Plaintiff Louis C. Kirven III and IYF Sports Productions, Inc. ("Plaintiff") is a corporation with an address at PO Box 136, White Plains, New York 10605. Louis C. Kirven III is the president of IYF Sports Productions, Inc.

3. Defendant J.P. Morgan Chase & Co. is a New York foreign business corporation organized and existing under the laws of the State of Delaware with its' main office at 270 Park Avenue, New York, New York 10017.

**JURISDICTION AND VENUE**

4. Jurisdiction over defendants is proper in this State under CPLR 301.

5. Venue is proper in this County under CPLR 503 because the plaintiff resides in this County.

**FACTS**

6. Plaintiff is an entrepreneur who created a start-up company to develop innovative youth sports programs and competitions to encourage children's physical fitness and educational activities.

7. Plaintiff's innovative programs has been utilized by Boys and Girls Clubs, YMCA, Municipal Park and Recreation organizations and has been enjoyed by over 10,000 boys and girls.

8. In December 2002, the Plaintiff receive a solicitation and entered into a business credit card agreement with Bank One that guaranteed a 9.9% interest rate for the life of the loan. The account number is 4246311919546363.

9. The Plaintiff made timely payments to the Defendant every month for nearly 5 years.

10. On July 1, 2004, J.P. Morgan Chase & Co. merged with Bank One.

11. Chase Card Services is a division of J.P. Morgan Chase & Co.

12. In or about June 2007, Defendant unilaterally changed the terms of the credit card agreement and raised the interest rate from 9.9% to 29.99%.

13. In June 2007, the Plaintiff contacted the Defendant through a telephone representative. Defendant's representative stated that Plaintiff received written notice that the terms of the agreement were subject to change. Defendant further stated that Plaintiff failed to respond by date certain to preserve the original terms of the agreement and therefore has waived all rights.

14. Plaintiff never received notice from Defendant.

15. Defendant breached the terms of the agreement and the Plaintiff ceased making further payments.

16. This account was opened as a business account. Throughout the history of this account, the account was never reflected on Plaintiff's "personal" credit report.

17. In or about July 2007, Defendant began reporting negative information on the Plaintiffs "personal" credit to credit reporting agencies. Thus, negatively impacting Plaintiff's personal credit history.

### **CAUSES OF ACTION**

18. Plaintiff repeats and incorporates herein the allegations set forth in paragraphs 1 through 17 above.

19. Defendant failed to perform its obligation pursuant to the original credit card agreement materially breaching the agreement.



20. Defendant intentionally injured the plaintiff by committing fraud and misrepresentations to credit bureaus to ruin the personal credit of the Plaintiff to enforce their unlawful breach of the agreement.

21. By reason of the foregoing, Plaintiff Louis C. Kirven III and TYF Sports Productions, Inc. have been injured financially and in reputation.

WHEREFORE, the plaintiff, Louis C. Kirven III, demands judgment against defendants requiring them to specifically perform their obligations under the original agreement and the Plaintiff demands judgment against the defendants, jointly and severally, in the sum of 10 million (\$10,000,000) Dollars, and the costs, interests and disbursements of this action.

Dated: White Plains, New York  
January 24, 2008

Respectfully submitted,

Louis C. Kirven III

By: 

P.O. Box 136  
White Plains, New York 10605  
Telephone: 914. 286. 7408